

**REQUEST FOR PROPOSAL
RFP**

Issue Date: July 24, 2006

RFP #: 2006-67-FSPA

Title: Armed Security Officer Services

Commodity Code: 990-46

Issuing Agency:

Commonwealth of Virginia
Department of Motor Vehicles
2300 West Broad Street
Richmond, Virginia 23220

**Using Agency And/Or Location
Where Work Will Be Performed:**

Roanoke Customer Service Center
Crossroads Mall
5010 Airport Road, N.W.
Roanoke, Virginia 24012

Period Of Contract: From December 1, 2006 through November 30, 2007 (*Renewable).

SEALED PROPOSALS Will Be Received Until 3:00 p.m., Thursday, September 7, 2006 For Furnishing The Services Described Herein And Then Opened In Public at 3:00 p.m., Friday, September 8, 2006.

All Inquiries For Information Should Be Directed To: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator, e-mail: Carrie.Robinson@dmv.virginia.gov or Fax: (804) 367-6676.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSAL ARE HAND DELIVERED, DELIVER TO: Department of Motor Vehicles, Security Desk, Attn: Carrie H. Robinson, 2300 West Broad Street, Richmond, Virginia 23220.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

*Virginia Contractor License No. _____
Class: _____ Speciality Codes: _____

DCJS #: _____

Name And Address Of Firm:

Date: _____

By: _____

(Signature In Ink)

_____ Zip Code _____

Name: _____

SSN/FIN NO. _____

(Please Print)

Telephone Number: (_____) _____

Title: _____

Cell Phone Number: (_____) _____

e-mail Address: _____

Fax: _____

(_____) _____

PRE-PROPOSAL CONFERENCE: A Mandatory Pre-Proposal Conference Will Be Held On Friday, August 18, 2006, At 10:00 a.m. (Reference Section X Herein). "NO ONE WILL BE ADMITTED AFTER 10:10 a.m.

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I. INTRODUCTION

This Request For Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Commonwealth of Virginia Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Purchasing Regulations.

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section VI of this RFP while the Commonwealth's process for selecting the best proposal and developing a contract are summarized in Section IX. The requirements and process set forth therein shall be binding on all Offerors.

- II. PURPOSE:** The intent and purpose of this Request For Proposals is to establish a firm price contract with one qualified firm to provide Armed Security Officer Services at the Department of Motor Vehicles (DMV), Roanoke Customer Service Center, an agency of the Commonwealth of Virginia.

III. BACKGROUND

The primary function of the Department of Motor Vehicles (DMV) is to license motor vehicles and motor vehicles drivers, to collect transportation-related taxes, to regulate certain professional entities, and to administer transportation safety programs.

The Code of Virginia requires that all drivers in Virginia be properly tested and licensed and that all motor vehicles be properly titled and registered. The Department of Motor Vehicles handles the licensing process for 4.8 million drivers and 5.5 million vehicles. Though most of DMV's customers are satisfied with the outcome of their interactions with the agency, some customers are not happy with the actions the agency must take. For instance, unprepared student drivers sometimes fail the skills and knowledge testing portions of the driver's licensing process; licenses also may have to be suspended or revoked for a variety of statutory reasons. Vehicle registrations can be suspended as well.

These are issues to which security personnel working at DMV should be sensitive.

The DMV collected revenue of \$1.4 billion in fiscal year 1997. Titling and registration fees, licensing fees, vehicle sales tax, and fuels tax are major contributors to the Department's revenue base.

As previously mentioned, DMV has the responsibility to regulate certain professional occupations, such as trailer, motorcycle, motor home, and salvage dealers; commercial driver training schools; and fuels sellers.

As part of its regulatory function, the agency must ensure these service providers adhere to minimum standards of professional practice and/or fiscal responsibility. Failure to comply with appropriate rules and regulations could result in assessment of a penalty or revocation of a professional license.

IV. STATEMENT OF NEEDS:

A. REQUIREMENTS:

1. The Contractor shall furnish all labor, material, equipment and supplies necessary to provide armed security officer services. The Contractor shall furnish fully qualified, professional trained, armed, uniformed security officer protection service for the proper protection of the DMV Customer Service Center as outlined at the mandatory pre-proposal conference and in this solicitation.
2. The Contractor shall provide uniforms, all required supplies (including logbooks, flashlights, etc.) without costs to the Agency.

3. The Contractor shall provide a field supervisor to oversee the performance and operation of all personnel assigned during the entire term of this contract.
4. The Contractor shall have on site an armed security officer Monday through Friday, 7:30 a.m. to 5:30 p.m. and Saturday 7:30 a.m. to 12:30 p.m., except for the following observed State Holidays:

New Year's Day	Labor Day
Lee – Jackson Day	Columbus Day
Martin Luther King, Jr. Birthday	Veteran's Day
George Washington's Birthday	Thanksgiving (2-Day Holiday)
Memorial Day	Christmas Day
Independence Day	
5. The Contractor shall provide extra-armed security officers as requested by DMV as needed.
6. The Contractor shall make every effort to assign regular officers to the facility. Training of new officers will be the responsibility of the Contractor's Field Supervisor.
7. Any security officer assigned to the Agency shall have been employed by the Contractor for six months or more. **There will be no exceptions to this requirement without prior approval of the Agency.**
8. Should an officer not show up for duty at the assigned time, a trained replacement or a Supervisor from the firm shall be on duty at the site within 45 minutes of being notified that a problem exists and shall finish the shift or stay until a trained replacement arrives.
9. The security force shall act promptly as an observation and reporting agency. In this capacity, its personnel shall be constantly alert to situations/conditions conducive to injury or damage to the State and the public. In those cases where immediate action by the security force will serve to neutralize such situations, security personnel will, at their discretion, take such action.
10. The Contractor shall provide the means to fulfill the requirements identified herein. Implementation of the requirements includes, but not limited to: assuring the physical security of the premises, controlling access to the facility, overseeing conduct of persons in and about the building, assisting when protection of persons or property is required, and maintaining peace and order at DMV.
11. The Contractor, His/Her Firm, His/Her Staff and any of His/Her Subcontractors shall be in compliance with the Entire "Regulations Relating To Private Security Services" of the Criminal Justice Services Board, Department of Criminal Justice Services during the Entire term of this contract and any extensions thereto.
12. Contractor's Work Plan - Standard Operations Procedures (SOP) Manual:

Within seven days after award of the contract, the Contractor shall meet with the Customer Service Center Manager to discuss the details and procedures pertaining to the scope of work and these specifications. The Contractor shall then process the information into a standard operations procedures manual which shall be housed on site for security officer reference.
13. Each security officer assigned shall maintain a daily activity report for the Agency review. Each report shall be concise, legible, and informative.
14. On-Site Storage: DMV will supply reasonable and suitable on-site storage space for the Contractor's note pads, writing materials, etc.

B. CONTRACTOR'S PERSONNEL:

1. General Requirements:

- a. Contractor will screen and employ only qualified personnel who will be skilled in the performance of their duties and acceptable to DMV. Contractor agrees to immediately remove any employee DMV determines to be unacceptable.
- b. Contractor agrees to have his/her employees follow all reasonable security procedures requested by DMV.
- c. The Contractor shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
 1. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building or on the property.
 2. No loud or boisterous conduct will be permitted.
 3. Contractor's employee uniforms are to be maintained in a neat and clean manner. Uniform is to include an employee name badge.

DMV reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

C. GENERAL SECURITY PROCEDURES:

1. General: Post shall be manned by qualified security officers, at the hours and times specified in the contract. While on duty each security officer will wear the complete uniform prescribed, and maintain a neat, clean, professional appearance at all times. Security officers are responsible for reading their handbook furnished by the Contractor and complying with all policies and procedures listed therein.

An important aspect of the security function involves public relations. The impression created by the security officer in the performance of their duties has a direct bearing on the visitor's opinion of both DMV and the Contractor.

The Contractor's actions must be firm and executed with confidence, not arrogance. The Contractor must at all times be pleasant, courteous, and tactful. A cheerful greeting is essential. Arguing with a visitor or employee will not be tolerated.

Security Officers shall not use DMV equipment, supplies, or telephones except when required to be so as a task of their official position.

Security Officers shall avoid engaging in lengthy conversations unless it concerns official business.

Security Officers shall not use personal cell phones during their tour.

Security Officers may not smoke during their tour except during breaks or meal periods and in designated areas.

Officers must conduct themselves appropriately on DMV property and must refrain from using loud and offensive language while on duty. Officers may not eat in public areas during work hours.

2. Patrol: The security officer shall ensure that posts are conducted in a business-like and friendly manner and the loitering or soliciting is not allowed in the building or on DMV property without prior approval. The security officer shall be aware of and ready to respond to any unusual situations that may arise in the DMV lobby areas.

No firearms, alcohol or explosives are allowed in the building at any time.

3. Access Control: During normal business hours, the main lobby is open to the public. All other areas of the building are restricted to DMV employees and authorized visitors. All DMV personnel have in his/her possession their identification card.

The security officer shall be responsible for locking the lobby access doors at the close of business each day. The Customer Service Center Manager will provide detailed instructions.

4. Emergency Procedures:

- a. Fire Safety: If a fire alarm sensor on the monitor panel is activated, a security officer will be immediately dispatched to the area to determine the cause of the alarm.
- b. Fire Discovery: Remain Calm. Notify the Customer Service Center Manager. If instructed by DMV management, call the fire department at 911. Give the following information: Your name, Exact location of fire, Extent of the fire & Whether or not anyone is injured. Promptly and calmly evacuate all customers from the Customer Service Center. Meet the fire department upon arrival and direct them to the fire.
- c. Criminal Activities: When situations occur that requires additional assistance or arrest, officers shall immediately contact the localities Police Department.

5. Displaying of American and Virginia State Flags: The following procedures are in compliance with State directives for displaying the United States flag and the Virginia State flag at the Department of Motor Vehicles Customer Service Centers.

Both flags should be displayed during normal business hours. The on-duty security officer will raise the flags in the morning between 7:45 and 8:00 a.m., and lower them in the evening between 5:00 and 5:30 p.m. (12:00 noon to 12:30 p.m. on Saturday). Care shall be taken to make sure that the American or State flags are never displayed upside down or on the wrong poles. Do not raise the flags during inclement weather.

The United States flag shall always be raised first in the morning and lowered last in the evening. Both flags are to be raised briskly in the morning and lowered slowly in the evening. When flying the flags at half-staff, the flag shall be raised briskly to full staff and then lowered to half-staff.

Extreme care shall be taken to prevent either flag from touching the ground or floor when raising, lowering or folding.

Both flags shall be properly folded after lowering each day and all honors governing the handling and storage of said flags shall be observed. Flags, which become tattered or dirty, will be reported to the Customer Service Center Manager for replacement.

The Capitol Police are responsible for notifying all state agencies when the Governor orders the flag to be flown at half-staff. Upon receipt of notification from the DMV Headquarters, security will immediately execute the change.

V. GENERAL INFORMATION

A. CUSTOMER SERVICE CENTER LOCATIONS:

Roanoke CSC, 5010 Airport Road, N.W., Roanoke, Virginia 24012 is an 16,368 square foot full service facility. The building was occupied by DMV in 1993. **(Two (2) Officers)**

DMV may add or delete additional Customer Service Centers during the term of the contract. Additional sites that may be added to the contract include:

Altavista CSC, 1301-H Main Street, Altavista, Virginia 24517 is a 3,000 square foot full service facility. The building was occupied by DMV in 1996.

Bedford CSC, 1629 Forest Road, Bedford, Virginia 24523 is a 2,000 square foot full service facility. The building was occupied by DMV in 1980.

Christiansburg CSC, 385 Arbor Drive, Christiansburg, Virginia 24073 is an 5,798 square foot full service facility. The building was occupied by DMV in 1997.

Covington CSC, 810 Grayson Avenue, Covington, Virginia 24426 is a 2,000 square foot full service facility. The building was occupied by DMV in 1979.

Danville CSC, 600 Cleveland Street, Danville, Virginia 24541 is a 5,500 square foot full service facility. The building was occupied by DMV in 1970.

Lynchburg CSC, 3236 Odd Fellows Road, Lynchburg, Virginia 24501 is a 12,665 square foot full service facility. The building was occupied by DMV in 1982.

Martinsville CSC, 310 Starling Avenue, Martinsville, Virginia 24112 is a 5,395 square foot full service facility. The building was occupied by DMV in 1997.

Rocky Mount CSC, 305 Tanyard Road, Rocky Mount, Virginia 24151 is a 3,000 square foot full service facility. The building was occupied by DMV in 1986.

South Boston CSC, 2039 Hamilton Boulevard, South Boston, Virginia 24592 is a 5,188 square foot full service facility. The building was occupied by DMV in 1996.

B. PERIOD OF CONTRACT

The term for this Contract shall be for one year from date of execution. DMV shall have the option to extend the Contract for four (4) additional one-year periods, contingent upon availability of funds for the purpose. See Renewal of Contract, Section XII in the Special Terms and Conditions, Item I.

C. RFP QUESTIONS

The Offeror may be requested to submit the question(s) in writing. Written responses, including the questions will be provided to all Offerors.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. All information requested and the requirements of this RFP must be supplied in writing in order for DMV to consider the proposal complete. Failure to submit all information requested may result in DMV requiring prompt submission of missing information and/or

giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack information may be rejected. DMV reserves the right to reject any or all offers.

2. DMV will not compensate Offerors for the cost of proposal preparation whether or not an award is made. All proposals must be signed by an authorized representative of the Offeror.
3. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. Ownership of all data, materials and documentation originated and prepared for DMV pursuant to the RFP shall belong exclusively to DMV and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
5. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to DMV. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. DMV will schedule the time and location of these presentations. Oral presentations are an option of DMV and may or may not be conducted.
6. The DMV, require the provision of quality security services in fulfillment of the Contract. Accordingly, Offerors are requested to provide documentation with regard to the following areas:
 - a. Proof of licensing in the State of Virginia
 - b. Proof of financial stability/annual report.
 - c. Biographical information on management personnel.
 - d. Copies and/or samples of all visitation logs, time cards, activity reports and other documents which may be used in conjunction with the provisions of the requested services.

7. Proposal Format Instructions

DMV will follow the evaluation process and selection criteria described in Section XII of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Understanding of the State's Requirements
- Approach and Work plan
- Management Plan and Timetable
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Cost Proposal (bound separately)

B. SPECIFIC REQUIREMENTS

1. The return of this complete RFP, including any addenda signed and filled out as required.
2. A written narrative to include:

- a. Understanding of the States Requirements

This section should confirm the Offerors understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

- b. Approach and Work plan

This section should describe the recommended approach and Work plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the State. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

The Proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Statement of Needs" of this RFP. The Work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The Work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations which will be required from the State, anticipated problem areas, proposed solutions to the problem areas, etc.

Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the State plus the hours and resources required by the State's staff to assist. The Offeror should clearly specify who has primary responsibility for each Work plan element; the Offeror or the State's staff.

- c. Management Plan and Timetable

In this section, the Offeror must present a Plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed Work plan.

- d. Project Team Qualifications and Experience

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the State.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-contractor's performance.

e. Firm Experience and Capabilities

The purpose of this section is to provide the State with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe any local office(s) that will service DMV, including size, services, area covered, and principal contact person.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

The State reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of the Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the State, the State reserves the right to reject the proposal.

f. References

This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office focusing on clients similar in site and complexity to the DMV buildings.
- Provide the current name, address, and telephone number of at least four (4) specific references the company has served either currently or in the past two years; preferably those where one or more of the project team provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

g. Cost Proposal (Bound Separately)

This element of the Offeror's proposal must be bound separately and should contain the total cost of the proposed services.

The cost proposal shall include the following:

- A summary of cost as outlined in Section XIV, Pricing Schedule for the initial term of the contract.
- A detailed analysis of the base data used to compile the information requested above.

Attn: Carrie H. Robinson
2300 West Broad Street
Richmond, Virginia 23220

IX. SELECTION OF OFFEROR:

This section of the RFP outlines the State's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

A. SELECTION COMMITTEE

For this RFP, a Selection Committee will be appointed to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to be awarded the contract.

B. BASIS FOR AWARD

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in the RFP. The committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

C. AWARD

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in The Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but not need be the sole determining factor. After negotiations have been conducted with each Offerors so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous, (Section 11-65D, Code of Virginia). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

D. EVALUATION CRITERIA

The Evaluation Committee will base the initial and final evaluation on the following criteria:

Weight	Evaluation Criteria
<input type="checkbox"/>	Understanding the State requirements
<input type="checkbox"/>	Approach and Work plan
<input type="checkbox"/>	Management plan and timetable
<input type="checkbox"/>	Project Team qualifications and experience
<input type="checkbox"/>	Firm experience and capabilities
<input type="checkbox"/>	Cost

X. PRE-PROPOSAL CONFERENCE: MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be at 10:00 a.m., Friday, August 18, 2006 at the DMV Headquarters Building, 2300

West Broad Street, Richmond, Virginia 23220. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:10 a.m.

XI. GENERAL TERMS AND CONDITIONS:

- A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".
- B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to DMV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 11-35.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Proposals, Offerors certify that they are not currently debarred from submitting Proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any agency of the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Department of Motor Vehicles, Financial Management Services, P.O. Box 25700, Richmond, Virginia 23260. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges**: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time

orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia*, § 11-69).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DMV for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify DMV and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from DMV, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DMV.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** DMV may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to DMV all such information and data for this purpose as may be requested. DMV reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. DMV further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy DMV that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

M. **TESTING/INSPECTION:** DMV reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of DMV.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. DMV may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DMV a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to DMV's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present DMV with all vouchers and records of expenses incurred and savings realized. DMV shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DMV within thirty (30) days from the date of receipt of the written order from DMV. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DMV or with the performance of the contract generally.
 2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DMV, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DMV may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract DMV reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

Insurance Coverages and Limits Required:

Workers' Compensation--Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employers Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The DMV must be named as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 – Combined single limit.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to DMV at the address indicated on the solicitation.

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the first floor bulletin board, on the DMV web site (www.dmvnow.com) and on the DGS/DPS eVA web site (www.eva.state.va.us) for the minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution

either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specific below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- U. AVAILABILITY OF FUNDS: It is understood and agreed between the parties that DMV shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

XII. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DMV will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AWARD OF CONTRACT: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 45 days. At the end of the 45 days the proposal may be withdrawn at the written request of the

Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- E. CANCELLATION OF CONTRACT: DMV reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. CONFLICT OF INTEREST: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).
- G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name: _____ Contractor Name: _____ Subcontractor

License # _____ Type _____

- H. RENEWAL OF CONTRACT: This contract may be renewed by DMV for (one year)/(four successive one year periods) under the terms and conditions of the original contract, except as stated in 1. And 2. below. Price increases may be negotiated only at the time of renewal. Written notice of DMV's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If DMV elects to exercise the option to renew the contract for an additional one-year period, the contract prices for each additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, DMV elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- I. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- J. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by DMV.

- K. MODIFICATION OF CONTRACT: DMV may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$10,000 or 25%, whichever is greater, without the advance written approval of the Governor or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by DMV:
1. The written modification shall stipulate the mutually agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
 2. The written modification shall stipulate the number of unit quantities added to/deletion from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
 3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as DMV may direct, a correct account of the cost of the change together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by DMV and the Contractor.
- L. SMALL, WOMEN AND MINORITY-OWNED BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women or minority-owned), and type of product/service provided.
- M. PERFORMANCE AND PAYMENT BONDS: The successful offeror shall deliver to DMV's Facilities Services and Planning Administration an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by DMV. Standard bond forms will be provided by DMV prior to or at the time of award.
- N. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- O. SECURITY LICENSE: In accordance with § 9.1-139 of the *Code of Virginia* (1950), the offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting an offer. The offeror shall place their license number in the space provided below.
- Private Security Services Business License Number: _____
- For assistance, offerors may contract the Department of Criminal Justice Services at 804-786-0460.
- P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DMV the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the

work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- P. **SUPERVISION BY CONTRACTOR:** The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- Q. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** It is anticipated that the contract will result in multiple eVA purchase orders (i.e. one for each year of contract) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be assessed and downloaded for www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- XIII. **METHOD OF PAYMENT:** For regular and satisfactory service, payment for Armed Security Officer Services will be made following the end of each calendar month that such satisfactory services are actually performed. **Contractor shall submit an invoice for such services at the end of each calendar month of service to the Department of Motor Vehicles, Financial Management Service, P. O. Box 25700, Richmond, Virginia 23260.**

- XIV. **PRICING SCHEDULE:** The Offeror agrees to provide armed security officer services in compliance with the Statement of Needs and terms and conditions at a fixed hourly rate listed below.

Armed Security Officer Rate Per Hour: \$_____

Armed Security Officer Overtime Rate Per Hour: \$_____

Armed Security Officer Holiday Rate Per Hour: \$_____